

EXHIBIT 2

Terms and Conditions

Candidates are legally bound by the following Terms and Conditions:

1. **Bulletin of Information (BOI).** The candidate shall comply with all the terms, conditions, procedures, and obligations of a candidate as set forth in this BOI.
2. **Duty to Maintain Confidentiality.** The candidate shall not in any manner whatsoever discuss, disclose, paraphrase, publish, or otherwise make known to anyone any test item, information relating to any NBOME examination, or other confidential property belonging to NBOME that is not publicly available on the NBOME website.
3. **Commercial Test Preparation.** The candidate shall not in any manner whatsoever contribute to or participate in the development or administration of any commercial test preparation service or enterprise, either directly or indirectly, for a period of at least eighteen (18) full months following the latest date any NBOME examination was taken by the candidate. The candidate shall promptly report to NBOME any solicitation that he or she may receive, or have knowledge of, for the services of the candidate from any commercial test preparation company or enterprise.
4. **Duty to Cooperate with Investigations.** The candidate shall fully cooperate with any NBOME investigation of actual or alleged irregularities in test administration, candidate behavior, and/or breach of test security or confidentiality. Failure to fully cooperate may result in sanctions, including examination failure, notation of irregular conduct, suspension of eligibility, or permanent loss of eligibility to take any COMLEX-USA examination.
5. **Confidential Property.** All examinations of NBOME and its means and methods for test development and methodology for testing and scoring examinations, and all related data and other information, are the sole and confidential property of NBOME. The candidate has no right, title, or interest whatsoever in, or access to, any examination or other confidential property belonging to NBOME, except only confidential access to the examination during the administration of the examination to the candidate as permitted by NBOME and under strict supervision of NBOME or NBOME's testing contractor. The candidate acknowledges that any breach under Sections 2 or 5 of these Terms and Conditions will cause irreparable harm for which damages would not be an adequate remedy, and, therefore, the NBOME will be entitled to injunctive relief with respect thereto in addition to any other remedies available.
6. **No Warranty; Limitation of Liability.** Except as expressly and unambiguously stated in this BOI, NBOME makes no warranty whatsoever, expressed or implied. Any damage or loss of the candidate, or others claiming for the candidate, caused by NBOME or any of its employees, officers, directors, or agents is limited to a refund by NBOME to the candidate of any fee paid by or for the candidate to NBOME, which refund shall be the sole and exclusive remedy of the candidate or others for any wrong claimed against NBOME or its employees, officers, directors, or agents, provided neither NBOME nor its employees, officers, directors, or agents shall be liable to the candidate or any other person for any indirect, consequential, punitive, or unforeseeable damages in any event.
7. **Release for Prior Acts or Omissions.** By purchasing a COMLEX-USA examination, the candidate thereby unconditionally releases and discharges NBOME, its employees, officers, directors and agents (released parties) from any and all claims, liabilities, damages, or losses whatsoever, known or unknown, that arise out of or are related to any act or omission, including any negligent or other wrongful act or omission, of the released parties or any of them, that occurred prior to the date the candidate purchased that examination.
8. **Choice of Law.** The provisions, terms and conditions of this BOI, including Terms and Conditions accepted by the candidate, shall be governed by and construed only under the laws of the state of Indiana. Any claim by or for the candidate against NBOME or its employees, officers, directors, or agents, and any claim by NBOME against the candidate, arising out or relating to any COMLEX-USA examination, shall be

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considered and resolved only under the laws of the state of Indiana (to the exclusion of the laws of any other state, and without regard to the conflict of law provisions or law of any state), or under any applicable federal law.

9. **Forum Selection, Personal Jurisdiction.** The candidate expressly agrees that any claim, demand, or complaint whatsoever by or for the candidate against NBOME, or any of its employees, officers, directors, or agents, shall be brought only in a court of competent jurisdiction located in Marion County, Indiana, to the exclusion of all other courts and jurisdictions. The candidate acknowledges and agrees that NBOME is incorporated as a nonprofit corporation in the state of Indiana, that NBOME examinations are administered throughout the United States, that it is reasonable for the laws of the state of Indiana, the place of incorporation of the NBOME, to be applicable, and that any claim, demand, or complaint by the candidate against the NBOME, its employees, officers, directors, or agents be brought only in a court of competent jurisdiction located in Marion County, Indiana, to the exclusion of all other state laws and jurisdictions. The candidate expressly agrees and submits to the jurisdiction of courts of competent jurisdiction located in Marion County, Indiana.
10. **Violation by Candidate.** If the candidate violates any of his or her obligations to the NBOME, including but not limited to these Terms and Conditions, NBOME may in its sole discretion consider such violation to be Irregular Conduct and not score or void the score of the candidate's examination and assign a "fail" score, and/or impose other sanctions, as NBOME may determine in its sole discretion, in addition to all other remedies available to NBOME, including injunctive relief, monetary damages, costs, and reasonable attorneys' fees. The candidate also acknowledges and agrees that NBOME likely will have no adequate remedy at law and is or shall be entitled to injunctive and/or other equitable relief, and shall not be obligated to post any bond, to prevent or limit violation by the candidate of his or her obligations to NBOME.
11. **Attorneys' Fees, Costs.** NBOME has the right to recover from the candidate all attorneys' fees and costs incurred by NBOME (or others acting on behalf of the NBOME) to enforce the candidate's obligations under the BOI, to recover damages or other losses from the candidate for violation by the candidate of his or her obligations under the BOI, or to defend any claim made by or for the candidate against NBOME or its employees, officers, directors, or agents.
12. **Miscellaneous.** The BOI is legally binding upon the candidate, his or her heirs, estate, successors and assigns, and any person or entity acting for the candidate. No provision, term, or condition may be waived by the NBOME without the expressed written consent of an authorized officer of NBOME. If any provision, term, or condition of the BOI is unenforceable for any reason, the remaining provisions, terms, and conditions shall remain in full force and effect, as if the unenforceable provision did not exist.
13. **Amendments.** NBOME may in its sole discretion, at any time, without the consent of any candidate, amend the terms, conditions, procedures, and/or obligations of candidates set forth in the BOI, by publishing the amendment on the NBOME website, www.nbome.org; provided any amendment shall not alter the candidate's obligations relating to any COMLEX-USA examination taken by the candidate prior to publication of the amendment on NBOME's website.